This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM
Komisar, et ux

TO
Sanchez, et ux

For draftsman's use

Prepared by:
Joe Saperstein, Attorney
95 White Bridge Rd.
Nashville, TN 37205

BOOK 7398 PAGE 17

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ricardo & Lynn Sanchez (NAME)	Kentucky Mortgage Corp. (NAME)	148-15-192
154 Sheila Dr. (STREET ADDRESS OR ROUTE NUMBER)	P.O. Box 13013 (STREET ADDRESS)	
Antioch, TN 37013 (CITY) (STATE) (P. O. ZIP)	Lexington, KY 40512 (CITY) (STATE) (ZIP)	5DU-59412

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 57,500.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF November 19 87.

Notary Public

MY COMMISSION EXPIRES: 6 Feb 1990

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Fifty-Seven Thousand Five Hundred and No/100 ($57,500.00) ---------- DOLLARS

of which $ 4,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their wraparound mortgage note in the amount of $53,500.00 requiring installment payments of principal and interest in the amount of $555.46 commencing December 1,1987 and for 359 succeeding payments on the first day of each succeeding month. The grantees are taking title herein subject to an existing first mortgage deed of trust of record in Book 6006, page 601, Register's Office for Davidson County, Tennessee,

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

Martin S. Komisar, et ux Frada M. Komisar

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Ricardo R. Sanchez, et ux Marilyn Sanchez

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 30 on the plan of Revised Haywood Forest, of record in Book 5200, page 2, Register's Office for said County.

Said Lot No. 30 fronts 56.12 feet on the northerly margin of Sheila Drive and extends back 145.57 feet on the easterly line and 141.15 feet on the westerly line to a line in the rear, measuring 58.02 feet thereon.

Being the same property conveyed to Martin S. Komisar, et ux Frada M. Komisar by deed of record in Book 6752, page 90, Register's Office for Davidson County.

This conveyance is subject to any and all restrictions, limitations and easements of record.

Exhibit A attached hereto is incorporated herein and made part of this Deed as if copied herein verbatim.

Maximum principal indebtedness for Tennessee recording tax purposes is $53,500.00.

This is unimproved ( ) improved (X) property, known as 154 Sheila Dr., Antioch, TN 37013
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their heirs and assigns, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto Barry L. Komisar Trustee, his successors and assigns, the real estate hereinabefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ 53,500.00 until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured herein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree that in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

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1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advise in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.
2nd. To the payment of all taxes which may be unpaid on said premises.
3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.
4th. The residue, if any, will be paid to the grantees herein, their heirs, representatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or, if more than one, then of the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 5 day of November 19 87

MARTIN S. KOMISAR

RICARDO R. SANCHEZ

FRADA M. KOMISAR

MARILYN SANCHEZ

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Martin S. Komisar, Frada M. Komisar, Ricardo R. Sanchez and Marilyn Sanchez (or proved to me on the basis of satisfactory evidence) the bargainor S, with whom I am personally acquainted/and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 5 day of November, 19 87

William T. Castles Notary Public

Commission expires Oct 9 1991.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, /, a Notary Public of the State and County aforesaid, personally appeared , with whom I am personally acquainted, and who, upon oath, acknowledged self to be , of the , the within named bargainor, a corporation, and that he as such , being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by self as .

Witness my hand and seal, at office in , this day of , 19 .

, Notary Public.

Commission expires .

RECEIVED
NOV 9 11 17 AM '87
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

EXHIBIT A

As part of the consideration herein, Grantors, Martin S. and Frada M. Komisar agree to pay the unpaid balance as provided and as owing on a certain note to Kentucky Mortgage Corporation secured by an existing 1st mortgage deed of trust in Book 6000, page 601, Register's Office, Davidson County, Tennessee.

Martin S. Komisar, et ux Frada M. Komisar and Ricardo R. Sanchez, et ux Marilyn Sanchez understand and agree that any escrow funds held by Kentucky Mortgage Corporation, its successors and assigns, when that certain note secured by deed of trust of record in Book 6000, page 601, Register's Office, Davidson County is paid off or the escrow closed shall be returned to Martin S. Komisar, et ux Frada M. Komisar.

The existing balance on the underlying 1st mortgage note is $40,798.31.

In the event the Komisars fail to pay the existing 1st mortgage note as required, the Sanchezs may pay same and deduct or offset said amount from any amounts due the Komisars from the Sanchezs.

In the event the Komisars are advised by the 1st mortgage holder, its successors or assigns that the escrowed amounts and/or payments under the 1st mortgage are to be increased, the Sanchezs agree to adjust their payments due the Komisars accordingly upon receipt of proper notice from the Komisars. Failure by the Sanchezs to make such adjusted payments shall be deemed a breach of the security interest given by the Sanchezs herein.

The property securing the note(s) herein nor the note(s) herein may be sold, transferred, assigned, disposed of or further encumbered without the express written consent of Martin S. Komisar and Frada M. Komisar. Any alienation or attempted alienation or failure to secure said written consent shall be deemed a breach of this agreement.

All installment payments on the note secured by this instrument are due on the first day of each month commencing December 1, 1987, in the amount of $641.91, consisting of principal, interest, taxes, insurances and administrative fees. All amounts unpaid and not otherwise paid, whether such sums are principal, interest or other amounts, shall be due and payable in full on November 1, 2017.

Any amounts due the Komisars and not received by the 12th of each month shall bear a late fee charge of 5% of the amount due and unpaid.

In the event of a breach or default in the obligations of the Sanchezs set forth herein, all sums due and unpaid after such breach or default shall bear interest at the highest legal rate permitted by the laws of the State of Tennessee.

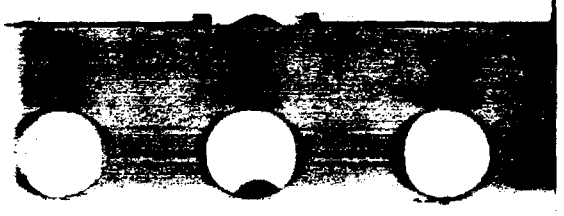
Ricardo R. and Marilyn Sanchez expressly waive herein all statutory rights of redemption in addition to any other rights waived herein.

MARTIN S. KOMISAR

RICARDO R. SANCHEZ

FRADA M. KOMISAR

MARILYN SANCHEZ



OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 7398 PAGE 20

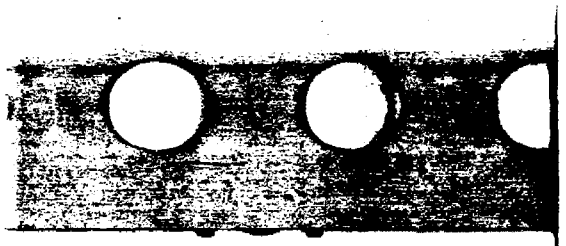
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

57500.00- CAMT.
53500.00- MAMT.
161.00 CSTAX
51.50 MSTAX
.50 PRFEE
9.00 WDEED
CHECK 222.00-
0307A11/06/87 BAL .00



RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



8,0557.

IDENTIFICATION REFERENCE

Nov 6 12 17 PM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 33569